



METROPOLITAN
TRANSPORTATION
COMMISSION

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Scott Haggerty, Chair
Alameda County

January 18, 2010

Adrienne J. Tissier, Vice Chair
San Mateo County

REQUEST FOR QUALIFICATIONS
CLIPPERSM OUTREACH AND PROMOTIONAL/EDUCATIONAL SERVICES
Letter of Invitation

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

Dean J. Chu
Cities of Santa Clara County

Dave Cortese
Association of Bay Area Governments

Chris Daly
City and County of San Francisco

Bill Dodd
Napa County and Cities

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sue Lempert
Cities of San Mateo County

Jake Mackenzie
Sonoma County and Cities

Jon Rubin
San Francisco Mayor's Appointee

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Amy Rein Worth
Cities of Contra Costa County

Ken Yeager
Santa Clara County

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Dear Outreach Service Contractor:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications (SOQ) to provide public outreach and promotional/educational services to support the ClipperSM transit fare payment program. MTC may select one or more firms to provide such services on an as-needed basis. Under MTC's direction, and through a contract with MTC, transit operators participating in the ClipperSM program may also utilize the services of selected contractors for assistance in implementing and operating ClipperSM.

MTC intends to select a panel of service providers from which to choose, based on the needs of the project, for a period extending from February 2011 through June 30, 2012. Selection to be on the panel will not necessarily result in award of a contract.

This letter, together with its enclosures, comprises the RFQ for this project. Responses in the form of SOQ should be submitted in accordance with the instructions set forth in this RFQ. Any addenda to this RFQ that may be issued by MTC will be posted at <http://www.mtc.ca.gov/jobs/contracts/>. It is the proposer's responsibility to check for addenda to this RFQ and comply with new or revised requirements that may be stated therein.

I. Statement of Qualifications (SOQ) Due Date

Interested firms must submit an original and four (4) hard copies of their SOQ as well as a single .pdf document file containing the SOQ no later than **12:00 p.m. on Friday, January 28, 2011**. SOQs received after that date and time will not be considered. SOQs **must** be submitted in accordance with *Section IV, Form of SOQ*, and on the enclosed SOQ Form, *Appendix B*, in order to be considered.

SOQs will be considered firm offers to enter into a contract and perform the work described in this RFQ for a period of one hundred twenty (120) days from their submission.

II. MTC Point of Contact

SOQs and all inquiries relating to this RFQ shall be submitted to the Contracts Coordinator at the address shown below.

Michele Gillaspie, ClipperSM Contracts Coordinator
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Phone (510) 817-5718
Oakland CA 94607-4700

III. Background and Description of the Project

A. Background

The ClipperSM card is a single card that transit customers can use to pay fares on transit systems throughout the San Francisco Bay Area. ClipperSM meets the fare collection needs specific to each transit operator as well as inter-operator fares and transfers. Prior to June 2010, the program name was “TransLink[®].” MTC is the ClipperSM Program Manager responsible for managing and administering the project. MTC holds a contract with the design-build-operate-maintain contractor Cubic Transportation Systems, Inc (“ClipperSM Contractor”) and works in partnership with transit operators in the San Francisco Bay Area. The ClipperSM card is accepted for fare payment on AC Transit, BART, Caltrain, Golden Gate Transit and Ferry, SamTrans, VTA, and San Francisco Municipal Transportation Agency. Current transaction volume is more than 300,000 transactions per weekday; transaction volume has grown five-fold in the past year.

The ClipperSM program initiated a multifaceted marketing program in June 2010. The target audience for the program is frequent transit riders, especially transit riders who pre-purchase transit passes and tickets. The marketing program began with an event to announce the program’s renaming from TransLink[®] to ClipperSM; subsequent activities have included out of home advertising and public outreach, promotional, and educational activities. Since June 2010, MTC and the participating transit agencies have sponsored more than 500 events including events in transit stations, booths at community events, and presentations to community groups. Staff support for most events has included bi-lingual personnel. The success of these events has resulted in the decision to procure ongoing public outreach, promotional and educational services through June 30, 2012.

B. Description of Project

The purpose of the public outreach, promotional and educational effort is to promote awareness of the ClipperSM card among transit riders in the Bay Area. To date the target audience has been frequent transit riders, especially transit riders who pre-purchase transit passes and tickets. Components of the outreach and education program include deployment of “street teams” – small groups of outreach personnel usually deployed to a public location such as a street corner or transit station – to perform functions including but not limited to:

1. Explanation of the ClipperSM card features and abilities including where ClipperSM is accepted, how to acquire a card, how to add value, and how to use the card to pay transit fares;
2. Explanation of upcoming policy changes whereby paper transit passes and tickets will be replaced by ClipperSM as the only option for pre-purchasing discounted/unlimited passes and tickets;
3. Brand awareness, including distribution of printed materials;
4. Distribution of ClipperSM cards to interested transit riders;
5. Direct sales of preloaded ClipperSM cards; and
6. Address inquiries from and provide assistance to non-English speaking customers.

7. Address inquiries from and provide assistance to customers who have physical or mental disabilities.

IV. Addenda, Requests for Clarification or Exceptions

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFQ requirements must be received by MTC no later than 12:00 PM on Friday, January 21, 2011 to guarantee response or consideration. Prospective respondents may contact the Contracts Coordinator prior to this deadline with questions concerning the RFQ requirements.

V. Minimum Qualifications and Areas of Consultant Expertise

A. Minimum Qualifications

To be eligible to qualify for evaluation, firms submitting SOQs must demonstrate to MTC's satisfaction that they:

1. Have been regularly engaged in the business of providing public outreach, promotional and educational services for at least five (5) years;
2. Have performed successfully, within the last two (2) years, at least three (3) education and outreach contracts in excess of \$25,000 dollars each, similar in nature to the work scope as outlined in *Attachment A* and requiring multi-lingual capability in Spanish, Mandarin, Cantonese and Vietnamese at a minimum;
3. Have performed successfully, within the last two (2) years, at least two (2) contracts in which the firm handled and managed cash transactions and direct sales of merchandise;
4. Have submitted with the SOQ a completed *Attachment E-1, Insurance Requirements*, including the required promise to provide the required; and
5. Have established procedures in place for managing customer information security, including Personally Identifiable Information (PII).

B. Areas of Consultant Expertise

In addition to the minimum qualifications, SOQs will be evaluated in the following areas:

1. Access to sufficient staffing resources to guarantee event coverage, including events for which there is short notice;
2. Ability to successfully deploy events in the nine-county Bay Area, including all of the activities described in *Attachment A, Preliminary Scope of Work*;
3. Experience in working successfully with seniors and people with disabilities; and
4. Adequacy of procedures for managing customer information security, including Personally Identifiable Information ("PII").

VI. Scope of Work, Schedule and Budget

Under contracts awarded by MTC under this RFQ, individual task orders will be issued that include a specific scope of work for some or all of the tasks and functions outlined in *Attachment A, Preliminary Scope of Work*. The process for agreeing upon task orders and a sample task order form are included in this RFQ as *Attachments F and F-1*. Payment terms for task orders will be firm fixed price, with payment made on the basis of receipt and acceptance of satisfactory deliverables. MTC expects some work under this RFQ to commence on or about February 28, 2011. All contract terms will end no later than June 30, 2012. At MTC's sole option, contracts with incomplete work may be extended beyond June 30, 2012 to allow for completion.

Contracts with individual service providers may range in size, with the budget potentially totaling \$700,000 for all contracts issued under this RFQ through June 2012. The total budget by fiscal year will be established in each annual agency budget. Firms providing assistance to transit operators will be paid directly by MTC.

VII. Personally Identifiable Information

Firms selected as a result of this RFQ will have access to Personally Identifiable Information ("PII") in connection with the performance of the Agreement. PII is any information that is collected or maintained by MTC or Contractor that identifies or describes a person or can be directly linked to a specific individual, including that individual's account. Examples of PII include name, address, phone or fax number, signature, date of birth, ClipperSM account number, credit card information, bank account number, or travel pattern data. Special conditions related to the confidentiality and use of PII shall apply to agreements executed pursuant to this RFQ. The special conditions are summarized in *Attachment E-2, Special Conditions Relating to Personally Identifiable Information*, **which each submitter must sign by way of acknowledgement and submit with its SOQ.**

VIII. Form of Statement of Qualification

Submitters must submit an original, four (4) hard copies and a single .pdf file version of their SOQ no later than **12:00 p.m. on Friday, January 28, 2011** to be considered.

SOQs should be submitted on standard 8-1/2" X 11", plain white paper, typed, single-spaced, in no less than 12-point typeface, with pages numbered consecutively. We ask that no designer or hard covers be used; if provided, they will be removed from SOQs prior to their being shared with the review committee. SOQs should be fastened in the top left-hand corner with a metal staple, clasp or other type of fastener. The SOQ, including required forms, shall not exceed 25 pages maximum, excluding resumes and the submitter's procedures for managing PII.

SOQ shall include:

1. **A transmittal letter** signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date and should include the name and telephone number of a contact person and a statement that the SOQ is a firm offer to enter into a contract with MTC according to the terms of this RFQ. (Maximum one page.)
2. An overview of your firm and the services it provides (maximum 2 pages);

3. Description of your firm's satisfaction of each of the minimum qualifications listed in Section V.A, listing all relevant contracts, (name of client, project title, dollar amount, completion date, and telephone and email contact information); a copy of the submitter's procedures for managing PII (maximum 5 pages, not counting the PII program submission);
4. Description of the firm's expertise in the 4 areas of consultant experience in Section V.B (maximum 4 pages);
5. Description of the firm's hiring and training processes, including minimum qualifications for outreach staff (maximum 2 pages);
6. Description of how personnel working at events are supervised and how the firm ensures quality control; include resumes of key supervisory personnel (maximum 1 page);
7. Fully loaded hourly rates for all proposed staff, including subconsultants, through June 30, 2012. Fully-loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits, overhead and profit allowance, and ordinary materials and supplies. This section should also list all expenses that would be passed along to MTC (maximum one page).
8. A sample Firm Fixed Price ("FFP") proposal for a representative outreach task order in response to the sample scope of work shown in *Attachment B* (maximum 1 page);
9. Description of an example of a successful past event deployment (maximum 1 page);
10. Signed and dated *Attachment C*, Contractor Reference Form (maximum 1 page);
11. Signed and dated *Attachment D*, Levine Act Statement (1 page);
12. Signed and dated *Attachment E-1*, Insurance Requirements (3 pages)
13. Signed and dated *Attachment E-2*, Special Conditions Relating to Personally Identifiable Information (2 pages).

IX. Evaluation and Selection Process

The Contracts Coordinator, in consultation with the MTC Office of General Counsel, will conduct an initial review of the SOQ for responsiveness. Any SOQ that does not meet the minimum qualifications in Section V.A or include enough information to permit the evaluators to rate the SOQ in any one of the evaluation criteria listed below will be considered non-responsive and will not be evaluated. An SOQ that fails to include one or more items requested in Section VIII of this RFQ may still be considered responsive, if evaluation of every criterion is still possible. **MTC reserves the right to request additional information from responsive submitters prior to evaluation.**

Responsive SOQs will be reviewed by an evaluation panel consisting of staff from MTC and other partner agencies based on the following criteria, in order of relative importance:

- Consultant experience and expertise relative to the needs expressed in Section V.A and B;
- Approach, including hiring and training processes, approach to supervision and quality control, and depth of resources, including ability to staff multiple events while maintaining multilingual capability, possibly at short notice;
- Cost, as reflected in the hourly rates and the Sample Price Proposal required in Attachment B.

Following the evaluation, the panel may elect to interview one or more firms prior to recommending a panel. References may be checked for all submitters prior to final evaluation.

MTC reserves the right to select consultants based solely on written SOQs and not convene interviews. Further, MTC reserves the right to accept or reject any and all SOQ submitted, to waive minor irregularities in SOQ, and to request additional information from the submitters. Any awards made will be to firms whose qualifications are best suited to the program and most advantageous to MTC, based on the evaluation criteria outlined above. MTC reserves the right to award one or more contracts at the time the panel is approved.

The panel will recommend a list of one or more firms to the MTC Executive Director. If the Executive Director agrees with the panel's recommendations, he will forward the list to the MTC Operations Committee for approval. Thereafter, the Executive Director or the MTC Operations Committee may authorize individual contracts, depending on their dollar amount.

After the MTC Operations Committee has approved the consultant panel, MTC reserves the right in its sole discretion to determine which consultant(s), based upon the evaluation criteria, available resources, and ability to perform according to the required schedule, best suits each project. Pre-qualification of a consultant by the Operations Committee will not necessarily result in award of a contract.

X. Contractor Selection Timetable

12:00 PM on Friday, January 21, 2011	Deadline for Requests for Exceptions or Clarifications
12:00 PM on Wednesday, January 26, 2011	Deadline for Protest of SOQ provisions under Section XI.
12:00 p.m. on Friday, January 28, 2011	Closing date and time for receipt of SOQs
Week of January 31, 2011 (approximate)	Interviews, <i>if held</i>
Wednesday, February 9, 2011 (approximate)	Recommendation to MTC Operations Committee
Monday, February 28, 2011 (approximate)	Execution of Contracts

XI. Selection Dispute Procedures

A firm submitting or intending to submit SOQ may object to a provision of the RFQ on the foundation that it is arbitrary, biased or discriminatory, or to the selection of a particular Contractor on the grounds that MTC procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied, by submitting to the MTC ClipperSM Contracts Coordinator a written explanation of the basis for the protest:

- 1) No later than two (2) working days prior to the date SOQ are due, for objections to RFQ provisions; or

- 2) No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive; or
- 3) No later than three (3) working days after the date on which the proposer is notified that it was not approved to be on the panel.

The evaluation record shall remain confidential until the MTC Operations Committee approves the panel of Contractors.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Protests of the recommended panel must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director. If a contract award is recommended at the time the panel is selected, such authorization shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Respondent wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

XII. General Conditions

A. *Public Records*

Materials submitted by respondents and evaluated by MTC are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*) after the Operations Committee authorizes selection of a panel or negotiation of a contract(s). No confidential materials may be submitted with your RFQs.

B. *Limitations*

This RFQ does not commit MTC to award a contract or to pay any costs incurred in the preparation of a SOQ in response to this RFQ.

C. *Award of Contracts*

All firms approved for inclusion on the panel may be required to participate in negotiations regarding price, technical, or other revisions of their SOQ data as may result from discussions and based on project needs for any specific task order resulting from award of a contract. MTC also reserves the right to award contracts without discussion, based upon the initial SOQs. Accordingly, each initial SOQ should be submitted on the most favorable terms from a price and a technical viewpoint.

D. *Binding Offer*

A signed SOQ submitted to MTC in response to this RFQ shall constitute a binding offer from Contractor to contract with MTC according to the terms of the SOQ for a period of one hundred twenty (120) days after its date of submission, which shall be the date SOQs are due to MTC.

E. *Contract Arrangements*

Selected Contractors will be expected to execute a contract similar to MTC's Standard Contractor Agreement, which is summarized in *Attachment E, Synopsis of Contract Provisions*. Particular attention should be paid to MTC's insurance and indemnification requirements. A copy of the standard

E. Contract Arrangements

Selected Contractors will be expected to execute a contract similar to MTC's Standard Contractor Agreement, which is summarized in *Attachment E, Synopsis of Contract Provisions*. Particular attention should be paid to MTC's insurance and indemnification requirements. A copy of the standard agreement may be obtained from the Contracts Coordinator. If a proposer wishes to propose a change to any provision in the standard agreement, the provision and the proposed alternative language must be specified in the SOQ submitted in response to this RFQ. Submission of a SOQ without the requested changes shall be deemed acceptance of the standard agreement's terms and conditions.

The selected Contractors will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix E-1*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Attachment E-1, Insurance Requirements*, within five (5) days of MTC's notice to firm that it is a successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFQ provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

The selected Contractor will be required to indemnify, defend and hold MTC harmless MTC and all client jurisdictions, as described in *Attachment E*.

XIII. Recommendations/Authority to Commit MTC

Based on the recommendation of the selection panel, the Executive Director of MTC will recommend one or more service providers to the MTC Operations Committee. The MTC Executive Director or the MTC Operations Committee (depending on the contract amount) will commit to the expenditure of funds in connection with this RFQ.

We appreciate your interest in this RFQ and look forward to receiving your statements of qualifications.

Sincerely,



Steve Heminger
Executive Director

SH: MG

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APPENDIX A

PRELIMINARY SCOPE OF WORK

Task Orders under contracts issued pursuant to this RFQ may include, but are not limited to, some or all of the items below:

1. Deployment and management of outreach staff to perform the following functions:
 - Raise awareness of ClipperSM;
 - Distribute ClipperSM cards;
 - Sell ClipperSM cards pre-loaded with value and cards without pre-loaded value;
 - Educate customers about how to obtain cards, add value and use cards, including using ClipperSM equipment;
 - Distribute materials (brochures, posters, etc.);
 - Assist youths and seniors applying for cards by ensuring applications are legible and complete and explaining the process of applying for and fulfilling cards to customers;
 - Provide one-on-one assistance to customers with special needs (e.g., disabled customers);
 - Provide one-on-one assistance to retail customers;
 - Relaying customer service issues to MTC/ClipperSM Contractor/transit agencies as needed; and
 - Serve as an extension of ClipperSM customer service by answering individual questions and relaying those that require additional attention to MTC/ClipperSM contractor/transit agency staff as needed.
2. Provide outreach staff for the following types of activities:
 - Table events at transit stations, senior centers, community centers, social service agencies, residential communities, employers, libraries, public meetings and other locations as identified by MTC;
 - Street team events in transit stations, on key streets and street corners, and in other locations as identified by MTC;
 - On-vehicle events, including ride-alongs on buses and trains;
 - Assisting retail customers who are obtaining cards and loading value or retailers that participate in the ClipperSM program; and
 - Street fairs and other community events.
3. Ensure that outreach teams:
 - Are multilingual as needed (English, Spanish, Cantonese, Mandarin, Vietnamese, American Sign Language, other languages as identified);
 - Are covered by the employee bond or bondable;
 - Are physically able to provide set-up and break-down for events;
 - Display cultural sensitivity;
 - Display sensitivity to customers with special needs;
 - Comply with dress code and grooming requirements;
 - Comply with professional behavior standards; and

- Are equipped with cell phones and other equipment to stay in communication with outreach supervisors as needed.
4. Conduct Outreach Team training:
 - Work with MTC on content for training sessions;
 - Schedule training sessions as required by MTC, and include MTC staff in training sessions as required; and
 - Arrange for training session logistics, including locations, refreshments, copies, laptops, projectors, screens, etc.
 5. Event arrangement, set-up and break-down, including:
 - Accepting local bulk deliveries of ClipperSM cards and collateral material
 - Obtaining permits or other authorizing documentation as needed;
 - Registering for participation in street fairs and other community events;
 - Delivering equipment and materials to and picking up equipment and materials from event locations; and
 - Setting up and taking down tables, booths and displays.
 6. Provide administrative support, including but not limited to:
 - Producing copies;
 - Faxing/scanning;
 - Arranging for and accepting delivery of materials, documents, etc; and
 - Emailing senior and youth applications to ClipperSM contractor.

APPENDIX B

SAMPLE PRICE PROPOSAL FOR OUTREACH TASK ORDER

Please submit a firm fixed-price lump-sum price proposal that includes labor, materials and equipment, and all applicable surcharges such as taxes, insurance, overhead and profit, to provide services in accordance with the Sample Scope of Work described below.

		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Notes
	Times (2 shifts/day)	# staff/shift	# staff/shift	# staff/shift	# staff/shift	# staff/shift			
Station/Office Events*									
Embarcadero	6:15-10:15/3:30-7:30	10	10	10	8	6			Half of outreach staff speaks Cantonese
Montgomery	6:15-10:15/3:30-7:30	10	10	10	8	6			Half of outreach staff speaks Cantonese
Powell	6:15-10:15/3:30-7:30	10	10	10	8	6			Half of outreach staff speaks Cantonese
Civic Center	6:15-10:15/3:30-7:30	10	10	10	8	6			Half of outreach staff speaks Cantonese
16th St. BART	6:15-10:15/3:30-7:30	10	10	10	8	6			Half of outreach staff speaks Spanish
24th St. BART	6:15-10:15/3:30-7:30	10	10	10	8	6			Half of outreach staff speaks Spanish
Muni Customer Service Office	9am-4pm	2	1	1	1	1			
Street Teams/Ride-Alongs									
Muni N-Judah Ride-along	6:30-10:30	2							One staff member speaks Chinese
Market and Sansome street team	6:30-10:30		2						
Davis and Pine street team	6:30-10:30			2					
J-Balboa Ride-along	6:30-10:30				2				One staff member speaks Spanish
Retail Support									
Various Walgreens	3:30-7:30	1	1	1	1	1			All staff speak Cantonese
Festivals									
Booth at Chinese New Year Parade	9am-4pm						4	4	All staff speak Cantonese
Training**									
One training session, 2 hours in the evening, all staff, one week prior									

*Includes procurement of a single standard booth tent, and tablecloth for each location, with booth tents and tablecloths a solid color printed with the Clipper logo (art to be provided)

**Includes provision of location, refreshments and copies of training materials

APPENDIX C
CONTRACTOR'S REFERENCE FORM

Name of Proposing Company

Representative Name & Title

Phone Number

References must not be relatives of the contractor's representative or owners. The references given must be for clients with contracts in excess of \$25,000 each and similar in nature to the work scope as outlined in Appendix A and performed within the last two years.

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

3. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

APPENDIX D
CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO
If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO
If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX E

SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected contractor will be required to sign MTC's standard contractor agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONTRACTOR AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Contractor. Upon termination, MTC will reimburse the Contractor for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Contractor. If the Contractor fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Contractor is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix E-1, Insurance Requirements*, attached hereto.

Independent Contractor: Contractor is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Contractor shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Contractor agrees to defend, indemnify and hold MTC, client jurisdictions and their commissioners, directors, officers, employees, and agents harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Contractor in connection with the agreement. Contractor agrees to defend any and all claims, lawsuits or other legal proceedings brought against such indemnified parties arising out of such negligent or wrongful acts or omissions. The Contractor shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Contractor by MTC for use by the Contractor in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Contractor's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Contractor in the context of the Project shall be the property of MTC.

Personally-Identifiable Information: see Attachment E-2. Subcontracts: No subcontracting of any or all of the services to be provided by Contractor shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Contractor's Records: Contractor shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Contractor for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Contractor may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX E-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (√)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC, all client jurisdictions, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	
—	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$2,000,000. SUCH POLICY SHALL CONTAIN CYBER RISK COVERAGES INCLUDING NETWORK AND INTERNET SECURITY LIABILITY COVERAGE, PRIVACY LIABILITY COVERAGE, FIRST PARTY PRIVACY COVERAGE, AND MEDIA COVERAGE. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the

	CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
—	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.
—	<u>Employee Dishonesty/Crime Insurance.</u> An Employee Theft insurance policy covering CONSULTANT's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - \$250,000; and (b) Client Property Blanket Bond - \$250,000. CONSULTANT shall reimburse MTC for any and all losses within the deductible and for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming MTC.

Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.

Notice of Termination: All Contractor policies shall provide that the insurance carrier shall give written notice to MTC at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

- Inclusion of MTC, its commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix E*, Indemnification.

Subcontractor's Insurance: Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFQ provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

ATTACHMENT E-2

SPECIAL CONDITIONS RELATING TO PERSONALLY IDENTIFIABLE INFORMATION

CONSULTANT will have access to personally identifiable information (“PII”) in connection with the performance of the Agreement. PII is any information that is collected or maintained by MTC or CONSULTANT that identifies or describes a person or can be directly linked to a specific individual, including that individual’s account. Examples of PII include name, address, phone or fax number, signature, date of birth, ClipperSM account number, credit card information, bank account number, or travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement:

1. Right to Audit

CONSULTANT shall permit MTC, and its authorized representatives to audit and inspect: (i) CONSULTANT’s facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) CONSULTANT’s security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying CONSULTANT’s compliance with this Agreement, and all applicable laws.

2. General Confidentiality of Data

All PII made available to CONSULTANT in connection with this Agreement or any other financial, statistical, technical or other data and information related to the ClipperSM Program that are designated confidential by MTC and made available to CONSULTANT in order to carry out this contract, (“Confidential Information”) shall be protected by CONSULTANT from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to MTC. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement.

CONSULTANT agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data, including Confidential Information, which may be used, transmitted, or stored on such systems in the performance of this Agreement.

3. Compliance with Statutes and Regulations

CONSULTANT agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et seq.*). In addition, CONSULTANT warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and MTC relating to information handling and confidentiality of data and agrees to indemnify MTC against any loss, cost, damage or liability by reason of CONSULTANT’s violation of this provision.

4. Subconsultants

MTC approval in writing is required prior to any disclosure by CONSULTANT of Confidential Information to a subconsultant. Once approved, CONSULTANT agrees to require such subconsultant to sign an agreement in substantially identical terms as this attachment, binding the subconsultant to comply with its provisions.

5. Consultant Guarantees

CONSULTANT shall not, except as authorized or required by its duties by law, reveal or divulge to any person or entity any Confidential Information which becomes known to it during the term of this Agreement. CONSULTANT shall keep all Confidential Information entrusted to it completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to MTC. CONSULTANT shall comply, and shall cause its employees, representatives, agents and subcontractors to comply, with such directions as MTC may make to ensure the safeguarding or confidentiality of all its resources. If requested by MTC, CONSULTANT shall sign an information security and confidentiality agreement provided by MTC and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with CONSULTANT similar in nature.

6. Notice of Security Breach

CONSULTANT shall immediately notify MTC when it discovers that there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this section, immediately is defined as within two hours of discovery. The MTC contact for such notification is as follows:

Privacy Officer
privacyofficer@mtc.ca.gov
(510) 817-5700

By signing below, you acknowledge that the above requirements will apply to any contract entered into by MTC that involves PII and affirm that you understand and will comply with the requirements.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

ATTACHMENT F TASK ORDER PROCESS

Task Orders will be numbered sequentially and by Fiscal Year (FY). For example, the first Task Order signed by the parties will be Task Order #1/11. Amendments will be numbered #1/09-1, 1/11-2, etc. The period of performance shall be as set forth in the individual Task Order.

The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The MTC Project Manager (PM), or designee, prepares a draft Task Order to issue to CONSULTANT. The PM may solicit feedback from CONSULTANT to facilitate drafting the Task Order.

Step 2* – CONSULTANT prepares a proposal in response to the draft Task Order. The proposal should follow the Task Order Form format specified herein Appendix F.

Step 3* – The MTC PM reviews CONSULTANT's proposal to determine if it meets the objectives of the draft Task Order and if CONSULTANT's proposed costs are reasonable. The PM may solicit early feedback from the MTC Section Director at this time, if necessary. Any changes to the draft Task Order deemed appropriate by MTC shall be incorporated in a draft Final Task Order.

Step 4* – The MTC PM forwards the draft Final Task Order to the MTC Contract Administrator for review and approval.

Step 5* – Once approved, the MTC PM forwards two copies of the Task Order to the MTC Director of Traveler Coordination and Information for review and approval.

Step 6* – The MTC Director of Traveler Coordination and Information signs both copies of a Final Task Order to signify approval and returns them to the MTC PM.

Step 7 – The MTC PM sends both copies of the signed Final Task Order to CONSULTANT, who signs both copies and returns one to the MTC PM.

Step 8 – The MTC PM sends one copy of the fully executed Task Order to the MTC Task Lead who initiates work, and sends another copy to MTC Accounting to encumber funds against the Task Order. The MTC PM keeps the original fully-executed Task Order for the official project record.

Step 9 – The MTC PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 10 – Once the MTC PM determines the Task Order is complete, the MTC PM will send written notification to CONSULTANT that the Task Order is complete and that all associated invoices are due to MTC within 30 days. Any balance of budget is made available to spend on future task orders at the MTC PM's discretion.

Step 11 – The MTC PM will annually assess the need for a Contract audit.

**The MTC Project Manager may revise the Task Order and/or CONSULTANT may be asked to revise the proposal based on feedback received during Steps 2 through 6.*

APPENDIX F-1
Sample Task Order

1. Task Order No. (include FY)	Example: 1-11; 2-11
2. Title of Task:	
3. MTC Task Lead (if different from MTC Project Manager):	
4. Description of work:	<i>Summarize key task expectations.</i> For more information, see attached <u>Task Order Budget and Schedule</u> and <u>Detailed Description of Work (attached)</u> .
5. Original Maximum Payment:	
6. Amended Maximum Payment:	<u>Include each amendment to maximum payment, by amendment number, for particular fiscal year.</u>
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Deliverables

7. Payment Terms

A. Time and Materials

	<u>Name/Position</u>	<i>Est. Hrs</i>	<i>Hrly Rate</i>	<i>Total Cost*</i>
1.				\$1
2.				\$1
	Total:			\$2.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

B. Deliverables-based.

	<u>Deliverable</u>	<i>Total Cost*</i>
1.		\$1
2.		\$1
	Total:	\$2.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

METROPOLITAN TRANSPORTATION
COMMISSION

COMPANY NAME

Director of Traveler Coordination and
Information
Date:

Signator Name, Title
Date

Task Order Schedule

<u>Deliverable/Milestone</u>		<u>Due Date</u>
		Date

Detailed Description of Work